

FLO RECRUIT, INC.

TERMS OF SERVICE

1. Introduction Please read this page carefully. It contains the terms and conditions (the "Terms and Conditions") governing your access to and use of the Flo Recruit Web Sites and the Services (as each are defined below) provided by Flo Recruit, Inc. (collectively, "Flo Recruit"). If you do not accept these Terms and Conditions or you do not meet or comply with their provisions, you may not use the Flo Recruit Web Sites or Services.

2. Binding Agreement. These Terms and Conditions (as they may be amended from time to time by Flo Recruit), form a binding agreement (the "Agreement") between you and Flo Recruit. Your access to or use of the Flo Recruit Web Sites or Services indicates your acceptance of these Terms and Conditions. You are agreeing to use the Sites at your own risk.

3. Certain Definitions. The following definitions apply to this Agreement:

3.1 "Flo Recruit Materials" includes any materials, methodologies, implementation plans or other intellectual property used during the provision of Services.

3.2 "Flo Recruit Web Site" or the "Site" (collectively, the "Flo Recruit Websites" or the "Sites") means any web site under Flo Recruit's control, whether partial or otherwise and includes such Site's Content, Flo Recruit Materials and Services (as applicable in each context).

3.3 "Content" means Flo Recruit's web pages, web forms, programming (including software code used on the Sites and in the Services, including (i) tools, kits, and object libraries, (ii) all third-party or open source code embedded therein, and (iii) any upgrades, updates, releases, fixes, enhancements or modifications to the foregoing), graphics, images, design (color combinations and page layout), text, information, data, resumes stored in various commercial databases operated and licensed by Flo Recruit, data submitted via the Sites by Users and other content made available through the Sites by Flo Recruit.

3.5 "Document" refers to any posting to a Site, whether resume or other document.

3.6 "Employer" means a person or entity that is accessing a Site to post a job or utilizing the Services for any reason related to the purpose of seeking candidates for employment and that first signs a subscription agreement with Flo Recruit.

3.7 "Employer Materials" includes any brochures, emails, sample job postings, web site content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by Employer, if any, for use in connection with the Services.

3.9 "Job Seeker" means a User who is accessing a Site to search for a job or in any other capacity except as an Employer.

3.10 "Services" means any services provided by Flo Recruit or its agents described herein and specified more fully in the Service Activation Agreement.

3.12 "User" refers to any individual or entity that uses any aspect of the Sites.

3.13 "You" or "you" means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms and Conditions.

4. Intellectual Property Rights and Acceptable Use of the Sites and Services.

4.1 General Use Rules. The Sites are intended for Job Seekers seeking employment and for Employers seeking candidates for employment. You may use the Sites only for lawful purposes within the stated context of Flo Recruit's intended and acceptable use of the Sites. Flo Recruit is the sole interpreter of the Sites' intended and acceptable use.

4.2 Flo Recruit Intellectual Property Rights. The Sites, the Flo Recruit Materials and all right, title and interest in and to the Sites and Flo Recruit Materials are the sole property of Flo Recruit or its licensors, and are protected by United States and foreign copyright, trademark and other laws. Except for the limited licenses expressly granted to you in these Terms and Conditions, Flo Recruit reserves for itself and its licensors all other rights, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the Content or Flo Recruit Materials, or use them in any other way for public or commercial purpose. Notwithstanding anything to the contrary contained herein, this prohibition includes: (a) copying or adapting the HTML code used to generate web pages on the Sites; (b) using or attempting to use engines, manual or automated software, tools, devices, agents, scripts, robots or other means, devices, mechanisms or processes (including, but not limited to, browsers, spiders, robots, avatars or intelligent agents) to navigate, search, access, "scrape," "crawl," or "spider" any web pages or any Services provided on the Sites other than the search engine and search agents available from Flo Recruit on such Flo Recruit Sites and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari); and (c) aggregating, copying or duplicating in any manner any of the Content or information available from any of the Flo Recruit Sites, without the express written consent of Flo Recruit. The use of the Content on any other web site or in a networked computer environment for any purpose is strictly prohibited. The Flo Recruit Materials are not considered to be works for hire and you may duplicate such Flo Recruit Materials only for the purposes outlined in the Service Activation Agreement. "Flo Recruit" and the Flo Recruit design logo and certain other names or logos are service marks or trademarks of Flo Recruit, and all related product and service names, design marks and slogans are the service marks or trademarks of Flo Recruit. In addition, the "look" and "feel" of the Sites (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by Flo Recruit's trademarks, service marks and copyrights. Any code that Flo Recruit creates to generate or display the Content or the pages making up the Sites is also protected by Flo Recruit's copyright. You must retain all copyright, trademark, service mark and other proprietary notices contained on the Content or Flo Recruit Materials on any authorized copy you make of the Content or Flo Recruit Materials. All other product and service marks contained on the Sites are the trademarks of their respective owners.

4.3 License to Use by Users who are Job Seekers or Event Attendees. Flo Recruit hereby grants you a limited, terminable, non-exclusive right to access and use the Sites only for your personal use seeking employment opportunities for yourself or attending events. This authorizes you to view and download a single copy of the material on the Sites solely for your personal, noncommercial use. You agree that you are solely responsible for the content of any Document you post to a Site and any consequences arising from such posting. Your use of the Sites is a privilege. Flo Recruit reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

4.4 Use of Aggregate Data. You understand and agree that Flo Recruit owns and has the right to collect, extract, compile, synthesize, and analyze Aggregate Data. Flo Recruit may

use such Aggregate Data for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated and anonymized form so that it cannot be identifiable as relating to you or to any other Job Seekers. "Aggregate Data" means de-identified aggregated data or information regarding Job Seekers' or Event Attendees' educational or career history (including, by way of example and not limitation, aggregate data relating to Job Seekers' occupation, location, salary, education and experience).

4.5 Other Specific Rules Regarding Site Usage. You represent, warrant and agree that you (a) are at least 13 years of age or older, and if under the age of 18 or the age of majority as that is defined in your jurisdiction, you will only use the Sites and Services under the supervision of a parent, legal guardian, or other responsible adult; and (b) will not use (or plan, encourage or help others to use) the Sites for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Sites complies with these Terms and Conditions and all applicable laws.

5. Third Party Providers. You acknowledge and agree that Flo Recruit may provide the Services using third party providers, including subcontractors and consultants (the "Third Party Providers"). You agree that, as between Flo Recruit and its Third Party Providers, Flo Recruit will have sole responsibility for handling all billing and contract negotiations.

6. Disclaimers and Limitations on Flo Recruit's Liability.

6.1 Allocation of Responsibility Flo Recruit assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users. Flo Recruit acts as a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring Documents posted by Users. If notified by a User of a Document which allegedly does not conform to these Terms and Conditions, Flo Recruit may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such Document. Flo Recruit has no liability or responsibility to Users for performance or nonperformance of such activities. Flo Recruit may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.

6.2 No endorsements by Flo Recruit. Nothing on the Sites shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web site, products, services, hiring, experience, employment or recruiting practices, or otherwise.

6.3 WARRANTY DISCLAIMERS.

(a) THE SITES ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. FLO RECRUIT, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. FLO RECRUIT MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITES.

(b) WITHOUT LIMITATION ON THE FOREGOING:

(i) FLO RECRUIT DOES NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR THAT THE SITES AND THEIR SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITES RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, FLO RECRUIT IS NOT RESPONSIBLE FOR THOSE COSTS.

(ii) Flo Recruit makes no representations or guarantees regarding the truthfulness, accuracy, LEGALITY, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. You agree that any reliance on Documents posted by Users, or on any other form of communication with Users, will be at your own risk.

(iii) Flo Recruit makes no representations or guarantees regarding the Content of the Sites, including, but not limited to, broken links, inaccuracies or typographical errors.

(iv) FLO RECRUIT MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE SERVICES OR TIMELINESS OF THE SERVICES IN MEETING YOUR EMPLOYMENT OBJECTIVES.

6.4 DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.

(a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES, THE INTERNET GENERALLY, AND THE DOCUMENTS OR EMPLOYER MATERIALS THAT YOU POST, PROVIDE OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE SITES.

(b) IN NO EVENT SHALL FLO RECRUIT (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH SERVICES OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITES AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FLO RECRUIT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN FLO RECRUIT'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

(d) IN NO EVENT SHALL FLO RECRUIT (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF US\$200.00 (OR, IF YOU ARE AN EMPLOYER WITH A SERVICES AGREEMENT WITH FLO RECRUIT, THE AMOUNTS ACTUALLY PAID BY YOU TO FLO RECRUIT UNDER THIS AGREEMENT IF GREATER THAN US\$200.00).

(e) Due to the nature of this Agreement, in addition to money damages, you agree that Flo Recruit will be entitled to equitable relief upon a breach of this agreement by you.

6.5 User Authentication. Because User authentication on the Internet is difficult, Flo Recruit cannot and does not confirm that each User is who they claim to be. Because Flo Recruit does not and cannot be involved in User-to-User dealings or control the behavior of participants on the Sites, in the event that you have a dispute with one or more Users, you release Flo Recruit from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

6.6 California Residents. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

7. Links to Other Sites. Flo Recruit contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Flo Recruit of the contents on such third-party web sites. Flo Recruit is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk.

8. Amendments to this Agreement and Changes to Sites. Flo Recruit may revise these Terms and Conditions at any time by updating this page. Changes will be binding on you on the date they are posted on the Sites (or as otherwise stated in the any notice of such changes). Any use of a Site will be considered acceptance by you of the then-current Terms and Conditions (including any exhibits thereto) contained on such Site. If at any time you find the Terms and Conditions unacceptable, you may not use the applicable Site any longer. Any new or different terms supplied by you are specifically rejected by Flo Recruit unless Flo Recruit agrees to them in a signed writing specifically including those new or different terms. Flo Recruit may change the Sites at any time.

9. Indemnity. You agree to defend, indemnify, and hold harmless Flo Recruit (and its subsidiaries, affiliates, officers, directors, employees and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Sites, any Document posted by you, your use of the Services or your breach of this Agreement. Flo Recruit shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

10. User Information and Privacy Policy.

10.1 When you register on any of the Flo Recruit Sites or in connection with the Services, you will be asked to create an account and provide Flo Recruit with certain information, including but not limited to, a valid email address ("User Information"). You acknowledge and agree that you have no ownership rights in your account.

10.2 All User Information will be used in accordance with the terms of Flo Recruit's **Privacy Policy**. Please note, as set forth in the **Privacy Policy**, that Flo Recruit may collect certain User Information and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, Flo Recruit reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information. In addition, third parties may retain cached copies of User Information.

11. Questions and Notices. Questions concerning the use of the Sites should be directed to katherine@florecruit.com. Notices to Flo Recruit should be sent to the address listed on the Sites. We will send notice to you at the address submitted by you or to such other address as Flo Recruit reasonably determines is an appropriate address for you.

12. General. Flo Recruit contact information is listed on the Sites. Flo Recruit makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the Sites. If you access Flo Recruit from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement and your Service Activation Agreement, if you have one, are governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement or your Service Activation Agreement shall lie exclusively with the state or federal courts in the State of Delaware. The sole relationship between you and Flo Recruit is that of independent contractors. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. All provisions of this Agreement shall survive termination except those granting access or use to the Sites, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Flo Recruit in a particular "Legal Notice," or material on particular web pages of the Sites, this Agreement and your Service Activation Agreement where applicable, constitute the entire agreement between you and Flo Recruit.

13. Rules regarding Posting, Conduct and Security.

The following rules apply to your use of the Sites and/or the Services. The list of rules is for illustration only and is not a complete list of all posting, conduct and security rules.

13.1 Posting Rules:

(a) You may not post any Document to a Site that contains: (i) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (ii) trade secrets (unless you own them or have the owner's permission to post them); (iii)

material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (iv) irrelevant keywords or white text keywords (including any words embedded in the Document and hidden from the User); (v) anything that is discriminatory, sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (vi) anything that is embarrassing or offensive to another person or entity.

(b) You may not use a Document(s) to: (i) impersonate another person, living or dead; (ii) post false, inaccurate or misleading information, opinions or notices (commercial or otherwise) or chain letters; (iii) post advertisements, or solicitations of business (including, but not limited to, email processors, any pyramid scheme or “club membership”); provided, however that Flo Recruit may allow posting of certain training and business opportunities (see 14.1(e) below).

(c) Your Document(s) must contain sufficient detail to convey your qualifications as a candidate for employment.

(d) Resume postings must contain the accurate resume of a living individual seeking employment on a full-time, part-time, or contractual basis on his or her own behalf.

(g) Flo Recruit is under no obligation to monitor the Documents posted on the Sites, but it may monitor Documents at random. Documents found to violate the above Posting Rules may be removed at Flo Recruit's sole discretion.

13.2 Conduct Rules:

(a) You may not respond to postings by other Users in any manner or for any purpose other than that which is expected (i.e., to apply for the job or to initiate further discussion with the candidate). Communications soliciting the Employer's business are prohibited.

(b) You may not send unsolicited commercial email to Users.

(c) Protect your password. Your Flo Recruit account and any related Services accessed through such account are to be accessed and used solely by you. Upon your successful registration for a Flo Recruit account, you will be provided with a unique password that will permit you to access the account. You may not provide your password or otherwise permit access to your Flo Recruit account to any third party. You are responsible for maintaining the confidentiality of your information and password. You agree to protect and keep your password confidential, to change your password on a regular basis, and to maintain appropriate and regularly updated malware scanning and cleaning tools on your network and individual computer(s). You are responsible for all uses of your account, whether or not authorized by you. If others use your password to post inappropriate material on the Sites, you risk losing your access to the Sites. You agree to notify Flo Recruit immediately of any unauthorized use of your account or password.

(d) Report inappropriate postings or conduct to katherine@florecruit.com.

(e) You may not delete or revise any material posted by any other person or entity.

13.3 Security Rules:

(a) Users are prohibited from violating or attempting to violate the security of the Sites, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Sites, overloading, "flooding", "mail bombing" or "crashing"; (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

(b) Violation of these Security Rules may result in civil or criminal liability. Flo Recruit will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

14. Copyright Complaints.

14.1 Flo Recruit respects the intellectual property of others. It is Flo Recruit's policy to respond to claims of copyright and other intellectual property infringement. Flo Recruit will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Flo Recruit may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Flo Recruit will terminate access for Users who are repeat infringers.

14.2 Notifying Flo Recruit of Copyright Infringement: To provide Flo Recruit notice of an infringement, you must provide a written communication to the attention of Flo Recruit at katherine@florecruit.com that sets forth the information specified by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please also note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

14.3 Providing Flo Recruit with Counter-Notification: If we remove or disable access to content in response to an infringement notice, we will make reasonable attempts to contact the owner or administrator of the affected site or content. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

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